

Statement of Work
Project: NV FLAP 400(1) Logandale Trails Access Road
Reimbursable Agreement No.: 6982AF-18-K-500015
March 5, 2018
Modification 004 January 25, 2024

- I. Introduction: Clark County, NV will provide funding to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) to perform scoping activities for the NV FLAP 400(1) project. Clark County will be referred to as the Requesting Agency. CFLHD will be referred to as the Servicing Agency.

Modification 001: Work will also include preliminary engineering, construction, and construction engineering.

- II. Location: Logandale Trails Road, Clark County, NV.

- III. Work Required: The work required will include the development of a scoping summary, scoping report, and preliminary estimate for design, construction, and construction engineering to verify the scope and cost for the proposed project.

Modification 001: Work will also include the development of contract (plans, specifications, and estimate) for the advertisement and award of a construction project to complete this work and provide contract administration and construction engineering services.

The full scope of the proposed project is to include preliminary engineering, construction, and construction engineering of Logandale Trails Access Road from the west end of Liston Avenue (where pavement ends) 2.95 miles west to the parking area for Logandale Trails. The project will provide a paved surface on the route and is anticipated to include grading and drainage improvements. Safety improvements and grading are proposed to address sight distance issues.

Modification 001: The proposed pavement width is 26-foot total paved width with 11-foot lanes and 2-foot shoulders and will include new pavement striping and signs.

This Agreement does not obligate (commit to the expenditure of) Federal funds for construction nor does it commit the parties to complete the project. This Agreement documents the intent of the parties and commits the Requesting Agency to provide its share of eligible project costs. The Requesting Agency understands that any final decision as to design and construction will be made by the Programming Decisions Committee after completion of the scoping effort and any environmental analysis required under the National Environmental Policy Act (NEPA). Any decision to proceed with the design and construction of the project will depend on the availability of appropriations and matching funds at the time of obligation and other factors, such as issues raised during the NEPA processes, a natural disaster that changes the need for the project and a change in Congressional authorization.

Modification 001: Refer to Project Memorandum of Agreement for more information regarding roles and responsibilities.

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IV. Non-Federal Share of Costs: The Requesting Agency will provide non-federal local matching funds-

Modification 001: Updated costs for the full scope of work are as follows:

PROJECT BUDGET		
Item	Estimated Cost	Comments
Scoping	\$43,000	Actual Costs
Preliminary Engineering (PE) and Environmental Compliance	\$477,000	
ROW Acquisition & Utility Relocation	\$120,000	Paid by Applicant (In-Kind Match)
Construction Contract (CN)	\$4,500,000	
Construction Engineering (CE)	\$540,000	
Contingency	\$440,000	Approx. 10% of CN
Total	\$6,120,000	

PROJECT FUNDING			
Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$5,814,000	95%	
Clark County	\$186,000	5%	Reimbursable Agreement
Clark County (ROW In-Kind)	\$120,000		In-Kind Match
Total	\$6,120,000		

Modification 004: Updated costs for the full scope of work are as follows:

PROJECT BUDGET		
Item	Estimated Cost	Comments
Scoping	\$43,000	Actual Costs
Preliminary Engineering (PE) and Environmental Compliance	\$907,000	
Construction Contract (CN)	\$10,500,000	Escalated to FY24
Construction Engineering (CE)	\$1,300,000	

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Contingency	\$525,000	5% of CN
Total	\$13,275,000	

PROJECT FUNDING			
Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$12,611,250	95%	
Clark County	\$663,750	5%	Reimbursable Agreement/Cash Match
Total	\$13,275,000		

The Requesting Agency will provide non-federal local matching funds in the amount of 5% of the total Federal Lands Access Program eligible costs required to complete the work as shown above in an amount not to exceed **\$663,750**.

The Requesting Agency is not required to reimburse CFLHD for any costs incurred prior to the date of this Agreement.

V. Period of Performance:

Modification 004: All work associated with this agreement will be completed no later than **June 30, 2026.**

VI. Technical Representative: Agreement Points of Contact for this Agreement are:

~~Doug Smith~~ **Emilio Burgos**, Project Manager, CFLHD
 (720) 963-3435 ~~3639~~ or Doug.W.Smith@dot.gov Emilio.burgos@dot.gov

~~Joe Yatson~~ **Timothy Piparo**, ~~Manager – Design Engineering~~ **Senior Civil Engineer**
Design Engineering Division Clark County Public Works
 (702) 455-6082 ~~6339~~ or jjatson@clarkcountynv.gov piparo@clarkcountynv.gov

VII. Roles and Responsibilities

For scoping:

A. CFLHD will:

- 1) Conduct scoping field review;
- 2) Prepare scoping documents necessary to verify scope and costs of project;
- 3) Provide the PDC scoping documents for consideration of placement in the final program of projects.; and
- 4) Manage the overall effort on this agreement regarding scope, schedule and budget in coordination with the Requesting Agency.

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- final program of projects.; and
- 4) Manage the overall effort on this agreement regarding scope, schedule and budget in coordination with the Requesting Agency.

B. Requesting Agency will:

- 1) Provide relevant documents regarding this project to CFLHD for use in project development;
- 2) Participate in the field scoping activities;
- 3) Review all scoping documents prepared by CFLHD; and
- 4) Provide funding as referenced in this document.

Modification 001: Refer to the Project Memorandum of Agreement for additional Roles and Responsibilities.

VIII. Financial Administration:

A. **Total Agreement Amount:**

~~Modification 001: Not to exceed \$186,000.~~

Modification 004: Not to exceed \$663,750.00

B. **Funding Citations:** 23 U.S.C. 201 and 204.

C. **Reimbursable Payment:**


Modification 001: CFLHD will invoice the Requesting Agency on a monthly basis in the amount of 5.0% of the total Federal Lands Access Program eligible costs expended for the project.

Regardless of the estimate, the Requesting Agency will provide the required match, as documented above in the Project Funding Table, of the total Federal Lands Access Program eligible costs expended on the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed the Total Agreement amount.

CFLHD is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the CFLHD pursuant to this Agreement. CFLHD shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this Agreement.

CFLHD will provide an Invoice Summary Report if requested by the Requesting Agency on a monthly basis. An Invoice Summary Report sample is shown below.

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 CENTRAL FEDERAL LANDS HIGHWAY DIVISION 12300 West Dakota Avenue Lakewood, CO 80228				
INVOICE SUMMARY REPORT				
Invoice #:	99999			
Project Name:	CO FLAP 100(1) SAMPLE ROAD			
Applicant:	COUNTY, CO 20.00%			
Reporting Date ⁽¹⁾ :	2/1/2017	Notes: Sample Invoice Summary Report that can be provided with each invoice as requested.		
Previous Reporting Date:	1/1/2017			
Active Project Phase:	Construction			
Local Match - Reimbursable Agrmnts:	CFLHD Account #	Amount	Comments	
DTFH6816E000xx	15A6080000000	\$2,500,000.00	Full scope of work	
Total		\$2,500,000.00		
Project Cost Summary	Budget	Costs to Date ⁽²⁾	Remaining Costs ⁽³⁾	Total Projected Costs
Scoping/Preliminary Engineering	\$1,000,000.00	\$995,000.00	\$0.00	\$995,000.00
Construction Contract	\$10,000,000.00	\$1,500,000.00	\$8,500,000.00	\$10,000,000.00
Construction Engineering	\$1,000,000.00	\$25,000.00	\$975,000.00	\$1,000,000.00
Contingency	\$500,000.00	\$0.00	\$0.00	\$0.00
Total	\$12,500,000.00	\$2,520,000.00	\$9,475,000.00	\$11,995,000.00
Funding Split - Costs to Date	%	Total	Previously Paid	Current Due
Federal Lands Access Program	80.00%	\$2,016,000.00	\$1,664,400.00	\$351,600.00
Current Local Match ⁽⁵⁾	20.00%	\$504,000.00	\$416,100.00	\$87,900.00
Total	100.00%	\$2,520,000.00	\$2,080,500.00	\$439,500.00
Current Local Match Surplus(+)/Shortfall(-)⁽⁵⁾:	<u>\$0.00</u>			
Funding Split - Total Projected Costs	%	Total	Previously Paid	Remaining Due
Federal Share	80.00%	\$9,596,000.00	\$1,664,400.00	\$7,931,600.00
Required Local Match	20.00%	\$2,399,000.00	\$416,100.00	\$1,982,900.00
Total	100.00%	\$11,995,000.00	\$2,080,500.00	\$9,914,500.00
Reimbursable Agreement Projected Surplus(+)/Shortfall(-)⁽⁴⁾:	<u>\$101,000.00</u>			
Previous Invoices/Payments	Invoice Date	Invoice Amount	Payment Date	Payment Amount
DTFH6816E000xx (99992)	3/31/2017	\$11,600.00	4/15/2017	\$11,600.00
DTFH6816E000xx (99993)	4/30/2017	\$7,500.00	5/18/2017	\$7,500.00
DTFH6816E000xx (99994)	5/31/2017	\$189,000.00	6/12/2017	\$189,000.00
DTFH6816E000xx (99995)	6/30/2017	\$208,000.00	7/15/2017	\$208,000.00
DTFH6816E000xx (99996)	7/31/2017	\$87,900.00		
Total		\$504,000.00		\$416,100.00
<p>⁽¹⁾ The Reporting Date is the date that the report was run to calculate Costs to Date.</p> <p>⁽²⁾ The Costs to Date are the total project FLAP eligible expenditures when the report was run.</p> <p>⁽³⁾ The Remaining Costs are the projected remaining costs for the project</p> <p>⁽⁴⁾ This is for information only. CFLHD is limited to the recovery of the matching share of actual costs incurred only. CFL will not incur costs which result in matching funds required exceeding the costs agreed to in the reimbursable agreement(s). If additional funds are required to complete the project, CFL will work with the requesting agency to modify the agreement(s).</p> <p>⁽⁵⁾ During Scoping and Design of a project the % of match invoiced compared with the required match will fluctuate due to limitations with the financial system. The % will be reconciled during the remainder of the Design Phase and/or during the Construction Phase of the project.</p>				

Upon receipt of the invoice of costs incurred and authorized, the Requesting Agency will issue payment via one of the methods listed below.

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D. Method of Billing:

CFLHD will bill the Requesting Agency, in accordance with the payment terms and schedule as agreed upon in the Agreement.

CFLHD requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA/CFLHD-ID Agreement Number: **6982AF-18-K-500015**

Option 1 (Preferred Method)

- Plastic card or Automatic Clearing House Payment (ACH Direct Debit)
- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

- Mail check payment to the following address for Paper Check Conversion (PCC) processing; this address can be used for regular mail and FEDEX mailing:

Make Check Payable To:
DOT FHWA

Mailing Address:
DOT/FEDERAL HIGHWAY ADMINISTRATION
C/O MIKE MONRONEY AERONAUTICAL CENTER
6500 S. MacArthur Blvd.
ATTN: AMZ-324, HQS BLDG RM 265
Oklahoma City, OK 73169-6918

- Notice to customers making payment by check:
 - Please notify cfl.finance@dot.gov if mailing a check.
 - When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
 - When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your

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electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Modification 001: *Privacy Act*- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at (https://www.fiscal.treasury.gov/fsservices/gov/rvnColl/otcNet/rvnColl_otcnet.htm), or call toll free: at 1-866-945-7920 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.

- IX. Modifications: Any modifications to the Agreement must be made in writing and agreed to by both parties. Such modifications are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.
- X. Termination: This Agreement will terminate upon the date specified in Section V or upon 30 calendar days after written notification to the other party. If this agreement is terminated by either party the Requesting Agency's liability shall extend only to pay for its share of the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations, not to exceed the Total Agreement amount, incurred in accordance with the terms of this Agreement prior to the effective date of termination. If this Agreement is terminated by CFLHD its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination.